

ATTACHMENT I

**PROPOSED FEDERAL SUPPLY SERVICE
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES**

LawManager, Inc. provides licensing, software maintenance and project implementation and training services for a flexible and comprehensive case management system that meets the demands of corporate law departments, government agencies and other types of matter-centric enterprises. As case management has become more prevalent, the organizations that can benefit from LawManager have expanded to include claims groups, compliant departments, investigative organizations, hearing and appeals boards and others. The special item numbers included in this schedule are as follows:

Special Item No. 132-33 Perpetual Software Licenses
Special Item No. 132-34 Maintenance of Software
Special Item No. 132-50 Training Courses
Special Item No. 132-51 Information Technology Professional Services

SIN 132-33 - PERPETUAL SOFTWARE LICENSES

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers & Microcomputers
Application Software
Communications Software
Ancillary Financial Systems Software

SIN 132-34 - MAINTENANCE OF SOFTWARE

SIN 132-50 - TRAINING COURSES FOR INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (FPDS Code U012)

SIN 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

FPDS Code D302 IT Systems Development Services
FPDS Code D306 IT Systems Analysis Services
FPDS Code D307 Automated Information Systems Design and Integration Services
FPDS Code D308 Programming Services
FPDS Code D311 IT Data Conversion Services
FPDS Code D316 IT Network Management Services
FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified

LawManager, Inc. (a Bridgeway Software Company)

460 Norristown Road, Suite 300

Blue Bell, PA 19422

(610) 729-1100

www.bridge-way.com

Contract Number: GS-35F-4345D

Period Covered by Contract: Aug 6, 1996 – Aug 5, 2016

General Services Administration - Federal Supply Service

Pricelist current through Modification #PO-0036, dated June 9, 2010

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Supply Service's Home Page via the Internet at <http://www.fss.gsa.gov/>

Table of Contents

	Page
INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS	3
TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE	10
TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (SPECIAL ITEM NUMBER 132-50)	13
TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)	15
USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS.	21
BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”	25
LIST OF SERVICE AND DISTRIBUTION POINTS	26
LIST OF PARTICIPATING DEALERS.....	26
PRICE LIST	27

**INFORMATION FOR ORDERING ACTIVITIES
APPLICABLE TO ALL SPECIAL ITEM NUMBERS**

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Supply Schedules Program. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Supply Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. GEOGRAPHIC SCOPE OF CONTRACT:

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- ☐ The Geographic Scope of Contract will be domestic and overseas delivery.
- ☐ The Geographic Scope of Contract will be overseas delivery only.
- ☒ The Geographic Scope of Contract will be domestic delivery only.

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

Orders are to be submitted by mail or fax to:

LawManager, Inc.

460 Norristown Road, Suite 300

Blue Bell, PA 19422

Attn: Shannon Whiteside

Direct: 713-599-8352

Main: 713-599-8300

Fax: 713-599-8301

Price List per Mod PO0035 and PO0036

Payments are to be submitted to:

LawManager, Inc.
6575 West Loop South
Third Floor
Bellaire, TX 77401

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

For ordering assistance, contact the LMI Federal Strategic Account Manager, Janis Lusco at (703) 542-7877 or (610) 729-1100 for office support in obtaining contact information.

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: 194508222

Block 30: Type of Contractor - B – Other Small Business

- A. Small Disadvantaged Business
- B. Other Small Business
- C. Large Business
- G. Other Nonprofit Organization
- L. Foreign Contractor

Block 31: Woman-Owned Small Business - No

Block 36: Contractor's Taxpayer Identification Number (TIN): 23-3049508

4a. CAGE Code: 06EX8

4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB DESTINATION

Supplier pays freight for all software deliveries.

6. DELIVERY SCHEDULE

a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
<u>132-33 Perpetual Software License</u>	<u>30</u> Days (Note 1)
<u>132-34 Maintenance of Software</u>	<u>N/A</u> Days
<u>132-51 Information Tech (IT) Prof Svcs</u>	<u>N/A</u> Days
<u>132-50 Training Courses</u>	<u>N/A</u> Days

Price List per Mod PO0035 and PO0036

Note 1: If software licenses are to be delivered as part of an implementation project, the delivery of the software will be in accordance to the agreed upon project plan. Expedited delivery via an overnight delivery company can be provided upon request.

7. DISCOUNTS: Prices shown are NET Prices; Basic Discounts have been deducted.

- a. Prompt Payment: LMI does not offer additional discounts for prompt payment.
- b. Quantity: LMI provides quantity discounts on software licenses per the GSA pricing schedule
- c. Dollar Volume: LMI does not offer additional discounts dollar volume.
- d. Government Educational Institutions: All Government Educational Institutions are offered the same discounts as all other Government customers.
- e. Other: LMI does not offer additional discounts other than those listed in the GSA pricing schedule.

8. TRADE AGREEMENTS ACT OF 1979, as amended:

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:

LMI does not export any items, however if requested LMI will consider.

10. MINIMUM ORDER

Small Requirements: The minimum dollar value of orders to be issued is \$ 100.

11. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)

- a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

Special Item Number 132-33 - Perpetual Software Licenses

Special Item Number 132-34 – Maintenance of Software

Special Item Number 132-51 - Information Technology (IT) Professional Services

- b. The Maximum Order value for the following Special Item Numbers (SINs) is \$25,000:

Special Item Number 132-50 - Training Courses

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS

REQUIREMENTS: ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

Price List per Mod PO0035 and PO0036

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Supply Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2001)

(a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

(b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.

NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.

(c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

(d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

(e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

(f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.

(g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.

Price List per Mod PO0035 and PO0036

- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES: Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See C.1.)

16. GSA ADVANTAGE!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.fss.gsa.gov/>.

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if**-

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

- a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

Price List per Mod PO0035 and PO0036

- (1) Time of delivery/installation quotations for individual orders;
 - (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
 - (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.
- b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

LMI does not support any overseas installations.

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

23. SECTION 508 COMPLIANCE

Section 508, effective June 21, 2001, requires Federal departments and agencies that develop, procure, maintain, or use electronic and information technology to assure that these technologies provide access to information and data for people with disabilities. [Ref: *Accessibility Forum -Quick Reference Guide to Section 508 Resource Documents, Sept 15, 2003, Version 1*]. The EIT standard can be found at: www.Section508.gov/.

Price List per Mod PO0035 and PO0036

LMI believes the software products that are sold comply with Section 508. For more information on the usability of LMI's software, contact LawManager, Inc. (610)729-1100.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES

Does not apply. Although LawManager, Inc. will consider teaming with other vendors or professional service providers, the ordering of products and services from LMI GSA Schedule is expected to be performed by the procuring agency or contracting representative who is responsible for the contracting activities for the procuring agency.

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) In subcontracts under this contract that require work on a Government installation and all subcontractors will provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY

LawManager can be interfaced with third party applications using standard integration approaches such as web services, etc. LawManager does have standard 'out of the box' interfaces for Outlook integration and specific document management systems. Contact LawManager Main number (610) 729-1100 for more information.

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

**TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES
(SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE (SPECIAL ITEM NUMBER
132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
SOFTWARE**

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. GUARANTEE/WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

LMI does not have a warranty clause for any of their products or professional services.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

3. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number (888) 664-0005 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 7 AM EST/8 AM CST to 6 PM EST/7 PM CST.

4. SOFTWARE MAINTENANCE

a. Software maintenance service shall include the following:

For Standard Installations: LawManager, Inc. provides a fixed cost annual maintenance service contract to all licensees with standard or slightly customized installations.

4.1 Law Manager will provide all Updates for the Licensed Software that it releases during the term of this contract to licensee at no additional charge. Such updates shall not, however, include any new releases of the Licensed Software that substantially change the format or functionality of the Licensed Software and are not generally provided by Law Manager to its maintenance customers free of charge. Customer shall be responsible for installing such Updates.

4.2 LawManager shall correct the Software to the extent necessary to correct critical problems attributable to LawManager which materially affects the use of the Software. Upon receipt of written notice of the problem, LawManager shall use its best efforts to correct the critical problem, or provide licensee with a way to temporarily work around the critical problem if able to do so.

Price List per Mod PO0035 and PO0036

4.3 LawManager shall use reasonable efforts on a time available basis to correct non-critical problems, but the correction of problems that are non-critical may await the release of updates.

4.3 Law Manager shall provide telephone support during Business Hours for the reporting of Problems and for the handling of Customer questions relating to the operation of the Licensed Software.

For Customized Installations: LawManager, Inc. provides all maintenance services for the licensees with customized installation through hourly IT professional services (SIN 132-51)

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

5. PERIODS OF MAINTENANCE (132-34)

a. The Contractor shall honor orders for periods for the duration of the contract period or a lessor period of time.

b. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for maintenance, the period of the maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of maintenance orders citing the new appropriation shall be required, if the maintenance is to be continued during any remainder of the contract period.

d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the maintenance is to be terminated at that time. Orders for the continuation of maintenance will be required if the maintenance is to be continued during the subsequent period.

6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

Not applicable. LMI does not sell term licenses.

7. TERM LICENSE CESSATION

Not applicable. LMI does not sell term licenses.

8. UTILIZATION LIMITATIONS - (132-33, AND 132-34)

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

Price List per Mod PO0035 and PO0036

(3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

9. SOFTWARE CONVERSIONS - (132-33)

LawManager does not provide price credits for new releases. New releases of the Licensed Software that substantially change the format or functionality of the Licensed Software and are not generally provided by Law Manager to its maintenance customers free of charge.

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

11. RIGHT-TO-COPY PRICING

LMI does not have any special pricing which allows for software copying. Clients are allowed to install software on workstations equal to the number of licenses purchased.

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF
TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL
INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE
(SPECIAL ITEM NUMBER 132-50)**

1. SCOPE

- a. The Contractor shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.
- b. The Contractor shall provide training at the Contractor's facility and/or at the ordering activity's location, as agreed to by the Contractor and the ordering activity.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

3. TIME OF DELIVERY

The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the ordering activity.

4. CANCELLATION AND RESCHEDULING

- a. The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.
- b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.
- c. The ordering activity reserves the right to substitute one student for another up to the first day of class.
- d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

5. FOLLOW-UP SUPPORT

The Contractor agrees to provide each student with unlimited telephone support for a period of one (1) year from the completion of the training course. During this period, the student may contact the LawManager Client Support number, (888) 664-0005, for refresher assistance and answers to related course curriculum questions. Unlimited support for this first year after completion of training will be provided if client has committed or contracted for annual maintenance support.

Price List per Mod PO0035 and PO0036

6. PRICE FOR TRAINING

The price that the ordering activity will be charged will be the ordering activity training price in effect at the time of order placement, or the ordering activity price in effect at the time the training course is conducted, whichever is less.

7. INVOICES AND PAYMENT

Invoices for training shall be submitted by the Contractor after ordering activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

8. FORMAT AND CONTENT OF TRAINING

- a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.
- b. ****If applicable**** For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.
- c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.
- d. The Contractor shall provide the following information for each training course offered:
 - (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
 - (2) The length of the course;
 - (3) Mandatory and desirable prerequisites for student enrollment;
 - (4) The minimum and maximum number of students per class;
 - (5) The locations where the course is offered;
 - (6) Class schedules; and
 - (7) Price (per student, per class (if applicable)).
- e. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.

9. "NO CHARGE" TRAINING

The Contractor shall describe any training provided with equipment and/or software provided under this contract, free of charge, in the space provided below.

There is no training provided by LMI that is free of charge.

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)
PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)**

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract in accordance with this clause.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT/EC Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

Price List per Mod PO0035 and PO0036

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

The Inspection of Services-Fixed Price (AUG 1996) (Deviation – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection-Time-and-Materials and Labor-Hour (JAN 1986) (Deviation – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – May 2003) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT/EC Services.

9. INDEPENDENT CONTRACTOR

All IT/EC Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT/EC services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003)) applies to labor-hour orders placed under this contract.

13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

Price List per Mod PO0035 and PO0036

16. DESCRIPTION OF IT SERVICES AND PRICING

- a. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 132-51 and 132-52. IT Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.
- b. Pricing for all IT Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices. Pricing provided in attached price list.

Job Title: System Architect

Minimum/General Experience: 3 – 5 years of related industry experience. 7 – 10 years application development experience with several languages (VBScript, Java script, Pearl scripting). In-depth knowledge on LawManager design and database schema for MS SQL and Oracle. Experience in developing advanced triggers and stored procedures, understanding of network topology.

Functionality Responsibility: The System Architect provides technical leadership to the project team to ensure that the design, implementation and end results meet the business requirements with respect to functionality, performance, scalability. The System Architect is responsible of for engaging with LawManager prospects and existing clients to propose and implement the technical design required to support a successful LawManager solution.

Minimum Education: BS in Engineering, Computer Science or related equivalent.

Job Title: Project Manager

Minimum/General Experience: 3 – 5 years project management experience, 5 years of related industry experience.

Functionality Responsibility: Responsible for ensuring all assigned projects performed by the LawManager Client Services Group are conducted in accordance with the standards set in the LawManager's project methodology . Project Manager is responsible for managing all aspects of a project, including project planning, coordination with client project manager, status updates and financial aspects of the project.

Minimum Education: 4 year degree (Business, management, accounting or computer science), PMI Certification

Job Title: Business Analyst

Minimum/General Experience: 3 – 5 years project or business process consulting experience, 5 years of related industry experience.

Functionality Responsibility: Responsible for providing process analysis and best practices consulting to assist in refining business requirements for clients LawManager solution. Additionally, the business analyst is functionally knowledgeable about the software and can assist with training and solution workshops.

Minimum Education: 4 year degree (Business, management, accounting or computer science),

Job Title: Technical Lead

Minimum/General Experience: 5 plus years experience in VB development including design, coding, implementation, testing, and maintenance of multi-tier object/component oriented applications. Experience developing advanced triggers and stored procedures, Experience in the design of database structures.

Price List per Mod PO0035 and PO0036

Functionality Responsibility: Provide architectural design, reviews and consultation throughout the development life cycle of the Client specific LawManager application. Co-Lead the development team in the execution of implementation tasks. Tasks include definition, technical feasibility assessment, requirements analysis, prototyping, architecture definition, system design, construction, and quality assurance and production deployment. Designs and implements the components required for Law Manager Application based on customer requirements. Works with Business Analysts to understand and implement functional requirements. Collaborate with Project Manager and Solution or System Architect in drafting technical standards, work plans and duration estimates, and assigning staff to tasks.

Minimum Education: BS in Engineering, Computer Science or related equivalent.

Job Title: Senior Developer

Minimum/General Experience: Minimum of 5 years experience in VB development including coding, implementation, testing and of multi tier object/component-oriented applications. Minimum of 5+ years experience in VB development including coding, implementation, testing and of multi tier object/component-oriented applications

Functionality Responsibility: Implements the components and develops code required for Law Manager Application based on customer requirements. Works with Technical Lead and Business Analyst to understand and implement functional requirements. Collaborate with Technical Lead in drafting duration estimates, and micro-tasks. Responsible for ensuring and managing the design and implementation of Client's LawManager as defined in the functional requirements.

Minimum Education: BS in Engineering, Computer Science or related equivalent

Job Title: Developer

Minimum/General Experience: Minimum of 3 years experience in VB development including coding, implementation, testing and of multi tier object/component-oriented applications. Minimum of 3 years experience in VB development including coding, implementation, testing and of multi tier object/component-oriented applications

Functionality Responsibility: Implements the components and develops code required for Law Manager Application based on customer requirements. Works with Technical Lead and Business Analyst to understand and implement functional requirements. Collaborate with Technical Lead in drafting duration estimates, and micro-tasks. Responsible for ensuring and managing the design and implementation of Client's LawManager as defined in the functional requirements.

Minimum Education: BS in Engineering, Computer Science or related equivalent

Job Title: QA Specialist

Minimum/General Experience: Minimum of 2+ years experience in Software testing. 2-3 years of related industry experience. Understanding of Database structures and MS SQL 7.0 (or greater) or Oracle

Functionality Responsibility: Develops, maintains, and executes test cases for LawManager client customized applications. Also writes, implements, and reports status for test cases. Managing recording of defects and regression testing. Analyzes test cases and provides regular progress reports to the Project Manager\Business Analyst and project Technical Lead

Price List per Mod PO0035 and PO0036

Minimum Education: BA degree or related equivalent experience

Job Title: Training Specialist

Minimum/General Experience: 1+ years software training delivery or equivalent experience. Instructional design training and/or experience

Functionality Responsibility: The technical trainer is responsible for developing and delivering training documentation and end-user training for customers. This involves working with other departments and clients to determine content, as well as make changes to current content of training material as software or client needs change. This position requires frequent contact with 1) other Law Manager teams, particularly implementation, development, marketing & sales, and human resources, and 2) external clients and partners.

Minimum Education: Bachelor's degree or equivalent experience in a communications or other relevant technical field

**USA COMMITMENT TO PROMOTE
SMALL BUSINESS PARTICIPATION
PROCUREMENT PROGRAMS**

PREAMBLE

LawManager, Inc. provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact (**LawManager, Inc. , Shannon Whiteside, direct: 713-599-8352, Shannon.whiteside@bridge-way.com, fax: 713-599-8301.**

BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) _____.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

Ordering Activity

Date

Contractor

Date

Price List per Mod PO0035 and PO0036

BPA NUMBER_____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s)_____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

- (1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

- (2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

- (3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

- (4) This BPA does not obligate any funds.

- (5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

- (6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

- (7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

- (8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;

Price List per Mod PO0035 and PO0036

(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

(h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

**BASIC GUIDELINES FOR USING
“CONTRACTOR TEAM ARRANGEMENTS”**

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.

Price List per Mod PO0035 and PO0036

LIST OF SERVICE AND DISTRIBUTION POINTS

Houston Headquarters

6575 West Loop South, Third Floor
Bellaire, TX 77401
888.272.4699
713.599.8300
713.599.8301 Fax
sales@bridge-way.com

Philadelphia Office

460 Norristown Road, Suite 300
Blue Bell, PA 19422
888.272.4699
610.729.1100
610.729.1195 Fax
sales@lawmanager.com

LIST OF PARTICIPATING DEALERS

LMI does not currently allow LMI products and services to be resold by participating dealers.

Price List per Mod PO0035 and PO0036

PRICE LIST

Licensing SIN 132-33

Part Number	Product Name	GSA Price	Pricing method
50 User Level			
S-SRV-50	LawManager.Server	\$37,500	Per Server Licenses
S-STD-50	LawManager.Studio	\$7,500	Per Server Licenses
S-STA-50	LawManager.StudioAdvanced	\$11,250	Per Server Licenses
S-ISC-50	LawManager.InSync	\$11,250	Per Server Licenses
S-DMS-50	LawManager.DMS	\$3,750	Per Server Licenses
S-ARC-50	LawManager.Architect	\$6,000	Per User Licenses
S-PRO-50	LawManager.Pro	\$150	Per User Licenses
S-NET-50	LawManager.Web	\$150	Per User Licenses
150 User Level			
S-SRV-150	LawManager.Server	\$90,000	Per Server Licenses
S-STD-150	LawManager.Studio	\$18,000	Per Server Licenses
S-STA-150	LawManager.StudioAdvanced	\$27,000	Per Server Licenses
S-ISC-150	LawManager.InSync	\$27,000	Per Server Licenses
S-DMS-150	LawManager.DMS	\$9,000	Per Server Licenses
S-ARC-150	LawManager.Architect	\$4,800	Per User Licenses
S-PRO-150	LawManager.Pro	\$120	Per User Licenses
S-NET-150	LawManager.Web	\$120	Per User Licenses
300 User Level			
S-SRV-300	LawManager.Server	\$162,000	Per Server Licenses
S-STD-300	LawManager.Studio	\$32,400	Per Server Licenses
S-STA-300	LawManager.StudioAdvanced	\$48,600	Per Server Licenses
S-ISC-300	LawManager.InSync	\$48,600	Per Server Licenses
S-DMS-300	LawManager.DMS	\$16,200	Per Server Licenses
S-ARC-300	LawManager.Architect	\$4,320	Per User Licenses
S-PRO-300	LawManager.Pro	\$108	Per User Licenses
S-NET-300	LawManager.Web	\$108	Per User Licenses
500 User Level			
S-SRV-500	LawManager.Server	\$225,000	Per Server Licenses
S-STD-500	LawManager.Studio	\$45,000	Per Server Licenses
S-STA-500	LawManager.StudioAdvanced	\$67,500	Per Server Licenses
S-ISC-500	LawManager.InSync	\$67,500	Per Server Licenses
S-DMS-500	LawManager.DMS	\$22,500	Per Server Licenses
S-ARC-500	LawManager.Architect	\$3,600	Per User Licenses
S-PRO-500	LawManager.Pro	\$90	Per User Licenses
S-NET-500	LawManager.Web	\$90	Per User Licenses
500 + User Level			
S-SRV-501	LawManager.Server	\$315,000	Per Server Licenses
S-STD-501	LawManager.Studio	\$75,000	Per Server Licenses
S-STA-501	LawManager.StudioAdvanced	\$112,500	Per Server Licenses
S-ISC-501	LawManager.InSync	\$112,500	Per Server Licenses
S-DMS-501	LawManager.DMS	\$37,500	Per Server Licenses
S-ARC-501	LawManager.Architect	\$3,600	Per User Licenses
S-PRO-501	LawManager.Pro	\$75	Per User Licenses
S-NET-501	LawManager.Web	\$75	Per User Licenses

Price List per Mod PO0035 and PO0036

Licensing (Cont'd) SIN 132-33

Part Number	Product Name	GSA Price	Pricing method
S-LH-L5	Legal Hold Up to 5 users	\$33,750	Per user tier
S-LH-L10	Legal Hold Up to 10 users	\$56,250	Per user tier
S-LH-L20	Legal Hold Up to 20 users	\$90,000	Per user tier
S-LH-L40	Legal Hold Up to 40 users	\$135,000	Per user tier

Price List per Mod PO0035 and PO0036

Annual Maintenance

SIN 132-34

Notes:

- 1 Prices quoted under “GSA Price Initial” are for new sales
- 2 Prices quoted under “GSA Price 2010”, “GSA Price 2011” and “GSA Price 2012” allow for subsequent yearly increase for annual maintenance fees per the specified dates.

Part Number	Product Name	GSA Price Initial	GSA Price 2010 June 9, 2010 – June 8, 2011	GSA Price 2011 June 9, 2011 – June 8, 2012	GSA Price 2012 June 9, 2012 – December 31, 2013
50 User Level					
A-SRV-50	LawManager.Server	\$10,000	\$10,350	\$10,712	\$11,087
A-STD-50	LawManager.Studio	\$2,000	\$2,070	\$2,142	\$2,217
A-STA-50	LawManager.StudioAdvanced	\$3,000	\$3,105	\$3,214	\$3,326
A-ISC-50	LawManager.InSync	\$3,000	\$3,105	\$3,214	\$3,326
A-DMS-50	LawManager.DMS	\$1,000	\$1,035	\$1,071	\$1,109
A-ARC-50	LawManager.Architect	\$1,600	\$1,656	\$1,714	\$1,774
A-PRO-50	LawManager.Pro	\$40	\$41	\$43	\$44
A-NET-50	LawManager.Web	\$40	\$41	\$43	\$44
150 User Level					
A-SRV-150	LawManager.Server	\$24,000	\$24,840	\$25,709	\$26,609
A-STD-150	LawManager.Studio	\$4,800	\$4,968	\$5,142	\$5,322
A-STA-150	LawManager.StudioAdvanced	\$7,200	\$7,452	\$7,713	\$7,983
A-ISC-150	LawManager.InSync	\$7,200	\$7,452	\$7,713	\$7,983
A-DMS-150	LawManager.DMS	\$2,400	\$2,484	\$2,571	\$2,661
A-ARC-150	LawManager.Architect	\$1,300	\$1,346	\$1,393	\$1,441
A-PRO-150	LawManager.Pro	\$32	\$33	\$34	\$35
A-NET-150	LawManager.Web	\$32	\$33	\$34	\$35
300 User Level					
A-SRV-300	LawManager.Server	\$43,200	\$44,712	\$46,277	\$47,897
A-STD-300	LawManager.Studio	\$9,000	\$9,315	\$9,641	\$9,978
A-STA-300	LawManager.StudioAdvanced	\$13,000	\$13,455	\$13,926	\$14,413
A-ISC-300	LawManager.InSync	\$13,000	\$13,455	\$13,926	\$14,413
A-DMS-300	LawManager.DMS	\$4,300	\$4,451	\$4,606	\$4,767
A-ARC-300	LawManager.Architect	\$1,100	\$1,139	\$1,178	\$1,220
A-PRO-300	LawManager.Pro	\$29	\$30	\$31	\$32

Price List per Mod PO0035 and PO0036

A-NET-300	LawManager.Web	\$29	\$30	\$31	\$32
500 User Level					
A-SRV-500	LawManager.Server	\$60,000	\$62,100	\$64,274	\$66,523
A-STD-500	LawManager.Studio	\$12,000	\$12,420	\$12,855	\$13,305
A-STA-500	LawManager.StudioAdvanced	\$18,000	\$18,630	\$19,282	\$19,957
A-ISC-500	LawManager.InSync	\$18,000	\$18,630	\$19,282	\$19,957
A-DMS-500	LawManager.DMS	\$6,000	\$6,210	\$6,427	\$6,652
A-ARC-500	LawManager.Architect	\$1,000	\$1,035	\$1,071	\$1,109
A-PRO-500	LawManager.Pro	\$24	\$25	\$26	\$27
A-NET-500	LawManager.Web	\$24	\$25	\$26	\$27
500 + User Level					
A-SRV-501	LawManager.Server	\$84,000	\$86,940	\$89,983	\$93,132
A-STD-501	LawManager.Studio	\$20,000	\$20,700	\$21,425	\$22,174
A-STA-501	LawManager.StudioAdvanced	\$30,000	\$31,050	\$32,137	\$33,262
A-ISC-501	LawManager.InSync	\$30,000	\$31,050	\$32,137	\$33,262
A-DMS-501	LawManager.DMS	\$10,000	\$10,350	\$10,712	\$11,087
A-ARC-501	LawManager.Architect	\$1,000	\$1,035	\$1,071	\$1,109
A-PRO-501	LawManager.Pro	\$20	\$21	\$21	\$22
A-NET-501	LawManager.Web	\$20	\$21	\$21	\$22

Bridgeway Legal Hold – Annual Maintenance

Part Number	Product Name	GSA Price Initial	GSA Price 2011 June 9, 2011 – June 8, 2012	GSA Price 2012 June 9, 2012 – December 31, 2013
A-LH-L5	Legal Hold Up to 5 users	\$ 7,125	\$ 7,374	\$ 7,632
A-LH-L10	Legal Hold Up to 10 users	\$ 11,875	\$ 12,291	\$ 12,721
A-LH-L20	Legal Hold Up to 20 users	\$ 19,000	\$ 19,665	\$ 20,353
A-AD-L40	Legal Hold Up to 40 users	\$ 28,500	\$ 29,498	\$ 30,530

Price List per Mod PO0035 and PO0036

Training Courses at LawManager Offices SIN 132-50

Part Number	Product Name	GSA Price	Pricing method
LM6601	LM Pro Fundamentals (1 day)	\$800	Per student
LM6602	LM Pro Advanced (1 day)	\$800	Per student
LM6642	LM Pro Administrator Class (1 day)	\$800	Per student
LM6701	LM Web Fundamentals (1 day)	\$800	Per student
LM6702	LM Web Advanced (1 day)	\$800	Per student
LM6742	LM Web Administrator Class (1 day)	\$800	Per student
LM6653	LM Beginner Notebook Designer Class (3 days)	\$3,600	Per student
LM6654	LM Advanced Notebook Designer Class (3 days)	\$3,600	Per student

Services SIN 132-51

Part Number	Product Name	GSA Price	Pricing method
SRVC-SA	System Architect	\$200.00	per hour
SRVC-PM	Project Manager	\$170.00	per hour
SRVC-BA	Business Analyst	\$160.00	per hour
SRVC-TL	Technical Lead	\$160.00	per hour
SRVC-SE	Senior Developer	\$140.00	per hour
SRVC-D	Developer	\$120.00	per hour
SRVC-QAS	QA Specialist	\$100.00	per hour
SRVC-TS	Training Specialist	\$100.00	per hour